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## Name of Offeror or Contractor:

To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

voice phone: (703)-617-8176  
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/amc/cc/protest.html>

(end of clause)

20 52.246-4037 COMMERCIAL WARRANTY INFORMATION  
(TACOM)

OCT/1996

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

☒ Warranty data is covered in attached information sheet, entitled: OshKosh Truck Corp. Limited Warranty Parts

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal just enter NONE, and then skip to paragraph (6) below.) 1 year after shipment of material

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item example, after X hours of operation, or after Y miles driven)? yes, warranty is strictly time after sale

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions? The warranty covers any defect in workmanship or material

Does the warranty cover replacement parts only, or is labor included as well? Replacement parts only

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage? Warranty begins on the date of the sale or the DPASO is signed

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them three months before issuing them to the field users)? NO

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

☒ No pass-through warranties will apply: all warranty coverage is provided and administered by us.

☐ Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM

WARRANTY DURATION

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(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

*Claims must be filed with Oshkosh Truck Corporation*

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

*The date of the sale or the date the DD250 was signed*

(9) What circumstances, if any, will void the warranty?

*see attached "Oshkosh Truck Limited Warranty Batts"*

(10) Is an extended warranty available?

☐ Yes

☒ No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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21 52.247-4010 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS  
(TACOM)

FEB/1994

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

☒ are

☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(LOCATION)

(3) Facilities for shipping by water

☒ are

☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

☒ are

☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section please indicate it below, per unit:

**OSHKOSH TRUCK CORPORATION  
LIMITED WARRANTY  
PARTS**

**I. LIMITED WARRANTY.**

Except as provided below, for a period of six (6) months after delivery to the original purchaser, Oshkosh Truck Corporation ("Oshkosh") warrants to the user that each part or component sold by it shall be free of defects in material and workmanship. This limited warranty shall apply only if the vehicle on which the part or component is affixed or installed is properly maintained and used in service, which is normal to the particular vehicle. Normal service means service, which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Oshkosh in writing within ten (10) days after the date of discovery. This limited warranty is not transferable by the first user.

Oshkosh makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by Oshkosh, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect or accident; (3) Any vehicle chassis or component, part, attachment or accessory shall have been repaired, altered or assembled in any way by others than Oshkosh which, in the sole judgment of Oshkosh, affects the performance, stability or purpose for which it was manufactured; (4) Products or parts which are not defective but which may wear out and have to be replaced during the warranty period including, but not limited to, tires, fluids, gaskets and light bulbs. Oshkosh assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Oshkosh.

**2. DISCLAIMERS OF WARRANTIES.**

THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY OSHKOSH. OSHKOSH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**3. BUYER'S REMEDIES.**

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, buyer shall notify Oshkosh as provided in paragraph 1, and shall make the product available for inspection by Oshkosh or its designated agent. At the request of Oshkosh any defective part shall be returned to Oshkosh for examination, with transportation charges prepaid. Within a reasonable time Oshkosh shall provide, at its option, one of the following (a) repair or replacement of any nonconforming or defective parts; or (b) full refund of the purchase price. Repair or replacement shall be made only by a facility approved in advance by Oshkosh. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

**4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.**

IN NO EVENT SHALL OSHKOSH BE LIABLE FOR AN INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF OSHKOSH OR FROM TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Rev. 2/97